



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

10-5-1986

Jewel Food Stores Div., Jewel Companies, Inc. and United Food and Commercial Workers, Local 881 (1986)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Jewel Food Stores Div., Jewel Companies, Inc. and United Food and Commercial Workers, Local 881 (1986)

Location

Chicago, IL

Effective Date

10-5-1986

Expiration Date

9-30-1989

Number of Workers

18500

Employer

Jewel Food Stores Div., Jewel Companies, Inc.

Union

United Food and Commercial Workers

Union Local

881

NAICS

44

Sector

P

Item ID

6178-008b176f020_08

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

LOCAL 881 UFCW CONTRACT 1986 - 1989

#6745
Prwx 10/86
18,500 ms)

(2)

MAY 7 1987

CHICAGO METROPOLITAN AREA
JEWEL FOOD STORES

X 9/89

LOCAL 881 UFCW

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC

LOCAL 881 UFCW

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC
122 WEST 22ND STREET/OAK BROOK, ILLINOIS 60521-1575/(312) 954-1800

Dear Local 881 Members:

The following pages of this booklet contain the text of the 1986-89 Union Contract between your Union and your Employer.

We suggest that you familiarize yourself with the entire agreement and particularly the provisions that pertain to your wages, overtime and premiums, extra benefits and rules governing your working conditions.

In the event that you have a problem or grievance as a result of a violation or misunderstanding over any part of this contract it is important that you contact your Union immediately either through your Store Steward, District Officer, or Local 881 Business Representative or use the Action Please form on the back inside cover...self-addressed and postage pre-paid for your convenience.



Ron Powell
President

TABLE OF CONTENTS

CONTRACT BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS

INTERNATIONAL UNION LOCAL 881

and

JEWEL FOOD STORES DIV., JEWEL COMPANIES, INC.

TERM: 10/5/86—9/30/89

INDEX	PAGE
ARTICLE I	RECOGNITION OF THE UNION
Section 1.1	Recognition 1
ARTICLE II	GENERAL
Section 2.1	Requirements for Certain Positions 1
Section 2.2	Notices 3
Section 2.3	Partial Invalidity 3
Section 2.4	Marginal Headings 4
Section 2.5	Effective Date 4
Section 2.6	Amendments 4
ARTICLE III	WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT
Section 3.1	Workday and Workweek 4
Section 3.2	Work Schedules 6
Section 3.3	Meal and Rest Periods 6
Section 3.4	Overtime and Other Premium Pay 7
Section 3.5	Pyramiding of Overtime and Premium Pay Prohibited 9
Section 3.6	Call-In Pay 9
Section 3.7	Full-Time Employment Required When Practicable 10
Section 3.8	Out of Classification Work 10
Section 3.9	Scheduling of Part-time Employees 10
Section 3.10	Dress and Appearance Code 11
Section 3.11	Office Work 11
ARTICLE IV	WAGES
Section 4.1	Wage Rates 12
Section 4.2	Manager Relief 12
Section 4.3	Receiving Clerk 12
Section 4.4	Relief of Department Heads 12
Section 4.5	Recording of Time Worked 12
Section 4.6	Employer Meetings - Required Attendance 13
Section 4.7	Previous Comparable Experience 13
ARTICLE V	VACATIONS, HOLIDAYS AND ABSENCE LEAVES
Section 5.1	Length of Vacation 13
Section 5.2	Vacation Qualifications 14
Section 5.3	Vacation Pay 14
Section 5.4	Vacation Administration 15
Section 5.5	Adjustment of Vacation Pay in the Event of Layoff or Separation From Service 15
Section 5.6	Holidays Recognized 16
Section 5.7	Leave of Absence 19
Section 5.8	Military and Pregnancy Leaves 19
Section 5.9	Jury Pay 20
Section 5.10	Funeral Leave 20
Section 5.11	Personal Day Off - Employee's Birthday 20
Section 5.12	Compensable Injuries on the Job 21

ARTICLE VI

- Section 6.1
- Section 6.2
- Section 6.3

OTHER BENEFITS

Retirement Benefits	21
Health Care Plan	21
Maintenance of Coverage	22

ARTICLE VII

- Section 7.1
- Section 7.2
- Section 7.3
- Section 7.4
- Section 7.5
- Section 7.6
- Section 7.7
- Section 7.8
- Section 7.9

SENIORITY

Seniority and Other Definitions	22
Seniority Area—Full-Time Employees	23
Layoffs and Recalls After Layoffs— Full-Time Employees	23
Layoffs and Recalls After Layoffs— Part-Time Employees	24
Selection of Employees for Full-time Employment	25
Promotion of Service Clerks	25
Promotion to Supervision	25
Seniority of Employees on Leaves of Absence	25
Seniority Preference	25

ARTICLE VIII

- Section 8.1
- Section 8.2
- Section 8.3
- Section 8.4
- Section 8.5
- Section 8.6
- Section 8.7
- Section 8.8
- Section 8.9
- Section 8.10
- Section 8.11
- Section 8.12
- Section 8.13
- Section 8.14
- Section 8.15
- Section 8.16
- Section 8.17

UNION—MANAGEMENT RELATIONS

Union Shop	26
Union Dues Checkoff	27
Active Ballot Club Checkoff	27
Indemnification	27
Union	27
Union Stewards and Business Representatives	27
Union Officers and Stewards	28
Stewards Conference	28
Display of Contract and Union Shop Cards	28
Employee Lists	28
Management Rights	29
Discipline	29
Picket Lines	30
Clerks Work Jurisdiction	30
Discrimination	30
Automation	30
Violation of Service Clerk Duties	30

ARTICLE IX

- Section 9.1
- Section 9.2
- Section 9.3

NO STRIKES; NO LOCKOUTS; GRIEVANCES AND ARBITRATION

No Strikes; No Lockouts	31
Grievances	32
Arbitration	33

ARTICLE X

- Section 10.1
- Section 10.2

TERM

Initial Term	34
Renewal Term	34

APPENDIX A

WAGE RATES	35-37
-----------------------------	--------------

APPENDIX B

LETTERS OF UNDERSTANDING . . .	38-43
---------------------------------------	--------------

APPENDIX C

BAKERY AND GENERAL MERCHANDISE SUPPLEMENT	44-46
----------------------------------------------------------------	--------------

APPENDIX D

FLOWER SHOP SUPPLEMENT	47-51
---------------------------------------	--------------

APPENDIX E

BULK FOODS AND SALAD BAR SUPPLEMENT	51-52
----------------------------------------------------------	--------------

MEMORANDUM OF SUPPLEMENTAL AGREEMENTS

53-57

**CONTRACT BETWEEN
UNITED FOOD AND COMMERCIAL
WORKERS
INTERNATIONAL UNION, LOCAL 881
AND
JEWEL FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

Term: 10/5/86—9/30/89

ARTICLES OF AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1987, by and between JEWEL FOOD STORES DIV., JEWEL COMPANIES, INC., a corporation, hereinafter called the "Employer," and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 881, a voluntary association, hereinafter referred to as the "Union."

**ARTICLE I
RECOGNITION OF THE UNION**

Section 1.1 Recognition

The Employer recognizes the Union as the sole collective bargaining agency for all its employees employed in the retail food stores, family centers, or specialty stores operated by the Jewel Food Stores Division in and around northern Illinois and Indiana in the following counties:

In Indiana: Lake and Porter Counties;

In Illinois: Cook, DuPage, Will, DeKalb, McHenry and Lake Counties; those parts of Kane County lying east of Highway 47; and the City of Kankakee in Kankakee County.

Excluding, however, all store managers and other employees defined as supervisors by the National Labor Relations Act, security officers, meat department employees, independent contractors and craftsmen such as carpenters, millworkers, steamfitters, etc., performing work in the stores but paid from other than store payrolls.

**ARTICLE II
GENERAL**

Section 2.1 Requirements for Certain Positions

Each store in the collective bargaining unit shall have:

- (A) **A Cashier (Service Manager)**, who shall be responsible for the efficient operation of the following departments and operations:
- (1) The check-out department, including the training of checkers and parcelers, and the assignment and supervision of check-out personnel;
 - (2) The receipt, handling and remittance of cash;
 - (3) Such other bookkeeping as may be required, including making the necessary reports to the office; and
 - (4) Such other work as may be assigned to the Cashier by the Employer.
- (B) **An Assistant Cashier (Assistant Service Manager)**, if the total sales of the store during the preceding fiscal half year of the Employer average twenty thousand dollars (\$20,000) or more per week, whose principal duty shall be assisting the Cashier with bookkeeping and reporting duties, but who shall also assist in supervising all checking department operations, particularly when the Cashier is absent or off duty.
- (C) **An Assistant Manager**, if the store is open for business three (3) nights a week or more, or if the total sales for the store average twenty thousand dollars (\$20,000) or more per week during the preceding fiscal half year of the Employer, such Assistant Manager to have as his/her duties assisting the Store Manager in supervising the operation of the store, including being in charge of the store whenever the Manager is off, and particularly when the store is open for business at night.
- (D) **A Farmstand Manager (Produce Manager)**, who shall be responsible for the preparation, display and sale of all fresh fruits and vegetables and such other duties as the store manager may assign to him/her.
- (E) **A Pastry Hostess**, in each store containing a Jewel Pastry Department where the sales volume exceeds two thousand five hundred dollars (\$2,500) per week. Sales volume will be determined by averaging the fifty-two (52) week sales period prior to May 1 and September 1 of each year.

- (F) **A Chef's Kitchen Manager**, in each store where the delicatessen department is assigned to the grocery department.
- (G) **Dairy/Frozen Food Manager**, in each store where the gross sales volume exceeds two hundred thousand dollars (\$200,000) per week. The sales volume will be determined as of 2nd and 8th periods of the Company's audited sales reports. These individuals will be identified at the start of the 4th and 10th periods each year. The duties of the Dairy/Frozen Food Manager shall include but not be limited to: ordering, receiving, preparing, displaying, maintaining and selling all frozen/dairy food products. The Dairy/Frozen Food Manager shall also be responsible for the scheduling and work assignments of the people in those departments and such other duties as may be assigned to him/her. The Company has the exclusive right to select said manager.

The Employer shall have thirty (30) days from the date such requirements become effective in which to fill any positions required hereunder, except that when a permanent vacancy in any required classification occurs because of transfer, promotion, separation from service, etc., such vacancy shall be filled within thirty (30) days. The requirements for a new or remodeled store shall be determined on the basis of the average weekly total sales for the last three (3) accounting periods of the first four (4) accounting periods of operation following the date of opening or remodeling.

Section 2.2 Notices

All notices required under this Agreement shall be deemed to be properly served if delivered in writing personally or sent by certified or registered mail to the general offices of the Union at 122 W. 22nd Street, Oak Brook, Illinois 60521-1575, or to the Employer at 1955 West North Avenue, Melrose Park, Illinois 60160, or to an employee at his/her home or residence address, or to any subsequent address which the Union, the Employer, or the employee may designate in writing for such purpose. Date of service of a notice served by mail shall be the date on which such notice is postmarked by a post office of the United States Post Office Department.

Section 2.3 Partial Invalidity

Nothing contained in this Agreement is intended to violate any State or Federal Law, Rule or Regulation made pursuant thereto. If any part of this Agreement is construed by a

court or board of competent jurisdiction to be in such violation, then that part shall be null and void, but the remainder of this Agreement shall continue in full force. The parties will immediately begin negotiations to replace the void part with a valid provision.

Section 2.4 Marginal Headings

The captions of the several Articles and Sections of this Agreement are for convenience only and in no way limit, enlarge, define, or otherwise affect the scope or intent of any provision thereof.

Section 2.5 Effective Date

Unless the context indicates otherwise, all provisions of this Agreement become effective on the date of execution hereof.

Section 2.6 Amendments

This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE III WORKING HOURS AND OTHER CONDITIONS OF EMPLOYMENT

Section 3.1 Workday and Workweek

- (A) The standard workweek for full-time employees shall be forty (40) hours to be worked in five (5) shifts of not less than eight (8) hours each Monday through Saturday, but not necessarily consecutive. The standard workday or shift for full-time employees may be scheduled at any time between the hours of 6:30 a.m. and thirty (30) minutes after store closing.
- (B) Full-time employees may voluntarily work a thirty-five (35) hour workweek within five (5) days. Full-time employees exercising this option shall retain full-time status. By mutual agreement, full-time employees may work four (4) days or nights per week Monday through Saturday either eight (8) hours, eight and one-half (8½) hours, nine (9) hours, or ten (10) hours per shift as mutually agreed, in which case overtime shall be paid after forty (40) hours work per week. Agreements for workweeks other than the standard workweek in paragraph (A) above must be supported in writing pursuant to Section 3.2(A) below.

- (C) During holiday weeks the workweek for full-time employees shall be thirty-two (32) hours to be worked in four (4) days of not less than eight (8) hours each. Full-time employees working forty (40) or less hours per week in accord with paragraph (B) above shall be scheduled to work a prorated holiday workweek in either three or four days as applicable.
- (D) Full-time employees specifically assigned or hired to perform the functions of night stocking and store maintenance and who work the majority of their straight-time hours between 9:00 p.m. and 8:00 a.m. shall be classified as night crew employees and paid the rate classification as their regular rate of pay including vacation and holiday pay. Night shift employees shall not be required to work without ten (10) hours rest between shifts. The Employer has the right to designate the night on which holidays are to be observed, it being understood that the Employer will post a two (2) week prior notice as to the night of observation. The designated night must be the night before or the night of the nationally observed holiday. Full-time night crew employees cannot be scheduled to work both the night of the designated holiday and the night of the nationally observed holiday. The rate of pay for shift starts on the night of the designated holiday shall be at a rate of time and one-half ($1\frac{1}{2}$) the regular straight-time hourly rate for all hours worked on that shift even though completion of that shift may occur on the following day. Conversely, the rate of pay for shift starts on the night prior to the designated holiday shall be at straight-time for all hours worked on that shift even though completion of that shift may occur on the designated holiday. Shift starts during the holiday week shall not be altered to avoid the time and one-half ($1\frac{1}{2}$) pay. Night crews consisting of four or more regularly assigned persons shall have a designated night crew chief who shall be paid in accordance with the wage schedule. A night crew chief need not be designated if the night crew is assigned to an Assistant Manager to oversee the night crew function, in which event the Assistant Manager shall be paid at the contract rate for the Assistant Manager classification. Night crews may be scheduled up to five (5) full shifts commencing 10:00 p.m. Sunday night through 9:59 p.m. Saturday night as their basic workweek. Hours worked outside the basic workweek shall be paid at time and one half ($1\frac{1}{2}$) the employees' regular straight time hourly rate.

- (E) Part-time employees specifically assigned or hired as night crew employees shall be paid at a rate of time and one-half (1½) the regular straight-time hourly rate for all hours worked on the nationally observed holiday. However, part-time night crew employees can be scheduled on both the designated holiday and the nationally observed holiday.

Section 3.2 Work Schedules

(A) No Split Shift - Variations

The Employer shall not schedule a "split" shift, i.e., any workday the continuity of which is broken by a period longer than a meal period, or a "spread" workweek, i.e., a standard workweek over six (6) days. Variations from the standard workday and workweek may be worked with the prior written consent of the individual employee and the Union, provided that no less than the minimum rates of pay provided herein are paid, and the agreement is in writing signed by the employee, the Union and the Employer. Such agreements may be revoked at any time by any party thereto by giving seven (7) calendar days written notice to the other parties.

(B) Posted Work Schedules

A work schedule showing days and hours for each employee shall be posted not later than 4:00 p.m. Friday of the week preceding covering the following Monday through Sunday workdays. Posted schedules may be changed when operating conditions or emergencies make changes necessary, provided that indiscriminate changes shall not be made and the employees affected shall be given reasonable notice. There shall be no trading of time off for time worked.

(C) Night and Sunday Rotation

The Employer agrees to rotate night and Sunday work among its regular full-time employees, other than those specifically hired for such night or Sunday work, in each store open at night or on Sunday.

(D) Christmas Eve and New Year's Eve

No employee will be required to work after 6:00 p.m. on Christmas Eve and 9:00 p.m. on New Year's Eve.

Section 3.3 Meal and Rest Periods

(A) Rest Periods

Each employee shall be given one uninterrupted ten (10) minute rest period after three (3) hours of work, and a second rest period after seven (7) hours

work with a maximum of two (2) rest periods per workday or shift. Breaks shall be taken as near as practicable in the middle of each half day. This provision is to be administered so as to assure each employee ten (10) minutes in the lunch room provided by the Employer.

(B) Meal Periods

No employee shall be required to work more than five (5) continuous hours without an unpaid lunch or dinner period, which shall be not less than one-half ($\frac{1}{2}$) hour nor more than one (1) hour, uninterrupted, as agreed with the employee. Lunch, dinner and rest periods shall be taken as scheduled by the store manager who shall schedule the meal period as near as practicable to the middle of the workday.

Section 3.4 Overtime and Other Premium Pay

All employees may be required and scheduled to work overtime. Overtime and other premium pay shall be paid as follows:

- (A) Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay shall be paid for all work:
- (1) After eight (8) hours on a work shift except where the workday is extended beyond eight (8) hours pursuant to Section 3.1(B) by written variation;
 - (2) After forty (40) hours in a regular workweek i.e., a workweek other than a workweek containing a holiday recognized under this Agreement;
 - (3) After thirty-two (32) hours in any week containing a holiday;
 - (4) On Sundays;
 - (5) On holidays (except as modified by Article III, Section 3.1(D)) plus any holiday pay due under Section 5.6;
 - (6) Performed by full-time employees after 7:00 p.m. on Saturdays, excluding employees specifically designated as night crew employees. This premium shall be applicable only to employees who were hired or promoted to full-time status prior to March 14, 1976;

(7) Night crews will be paid time and one-half ($1\frac{1}{2}$) their regular straight-time rate of pay for all work performed in excess of eight (8) consecutive hours except where their standard workweek or workday has been modified in accordance with Section 3.1(B) in which event time and one-half ($1\frac{1}{2}$) the straight-time rate of pay will be paid for hours worked in excess of any regular standard shift exceeding eight (8) hours. (For example: Employees on a four (4) day, ten (10) hour shift will be paid time and one-half ($1\frac{1}{2}$) for work performed in excess of ten (10) hours per shift or forty (40) hours per week.)

(B) All employees, excluding night crew employees, shall receive forty cents (40¢) per hour in addition to the regular straight-time hourly rate for work performed between 11:00 p.m. and 6:30 a.m., provided further that this premium shall not be payable for any hours worked for which the time and one-half overtime rate is payable.

(C) Effective the first Sunday following ratification, Service Clerks on the payroll prior to ratification will receive Sunday premium as follows:

- 0 - 2 months of service - none.
- 3 - 12 months of service - \$1.00 plus their regular hourly rate.
- +12 months of service - time and one-half their regular hourly rate.

Service Clerks on the payroll prior to ratification will receive time and one-half their regular hourly rate for Sunday work based on the above schedule or promotion to another classification, whichever occurs first.

Service Clerks hired after ratification will receive Sunday premium as follows:

- 0 - 2 months of service - none.
- +2 months of service - \$1.00 plus their regular hourly rate.

Service Clerks hired after ratification will not be eligible for the Sunday time and one-half premium as Service Clerks, nor upon promotion to another classification.

- D. All employees hired after ratification in all classifications except that of Service Clerk will receive, upon employment, a Sunday premium of \$1.00 plus their regular hourly rate.
- E. All Service Clerks on the payroll before and hired after ratification will receive holiday premium as follows:
 - 2 - 12 months of service - \$1.00 plus their regular hourly rate.
 - +12 months of service - time and one-half their regular hourly rate.

All Service Clerks will receive time and one-half their regular hourly rate for holiday work based on the above schedule or promotion to another classification, whichever occurs first.

- F. All employees hired after ratification in all classifications except that of Service Clerk will receive, upon employment, a holiday premium of time and one-half.

Section 3.5 Pyramiding of Overtime and Premium Pay Prohibited

Premiums paid for Sunday work, holiday work or for undesirable hours shall not be duplicated and only the higher of two available premiums will be paid. However, where a "third person" or a Dairy/Frozen Food Manager works on Sunday, they shall be paid time and one-half (1½) their regular hourly rate plus the appropriate premium. Premium hours paid at time and one-half (1½) straight-time rate or in excess shall not be counted in computing daily or weekly overtime. Overtime hours paid on a daily or shift basis shall not be included in calculating overtime on a weekly basis. Payment for hours not worked such as holiday pay, vacation pay, jury pay, funeral pay or similar pay shall not be counted as hours worked in calculating weekly overtime.

Section 3.6 Call-In Pay

Any full-time employee who reports to work upon request shall be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof at his/her regular hourly straight-time rate. Part-time clerks called in to work and who report shall receive a minimum of three (3) hours work or the equivalent pay in lieu thereof provided they are available to perform the work. Part-time employees shall be called in for additional hours in accordance with seniority and type of work within the store they work.

The call-in guarantees are subject to the employee's availability to work the guaranteed hours, nor shall such guarantee be applicable due to disruption of normal store operations by conditions beyond the control of the Employer, such as Acts of God, civil commotion, fires, work stoppages due to strikes, or governmental intervention.

No employee shall have his/her scheduled hours reduced due to a call-in unless notice of schedule reduction is given at the time of the call-in.

Section 3.7 Full-Time Employment Required When Practicable

It is the intent of the parties that two employees shall not be employed on a part-time basis when it is practicable to employ one employee on a full-time basis. Therefore, if two part-time employees in the same job classification are regularly working a combined total of forty (40) hours, or more, on a split week basis, then the Employer shall employ one person on a full-time basis. The selection of such employee shall be in accordance with Article VII, Section 7.5.

Section 3.8 Out of Classification Work

In the event an employee is required to work temporarily in a lesser paying job, he/she shall not suffer a reduction in pay while on such temporary assignment.

Section 3.9 Scheduling of Part-time Employees

(A) Regular Part-Time Clerks

Part-time regular clerks will be scheduled for hours of work in accordance with seniority and the type of work they do within the store in which they work. More senior part-time employees will maintain a reasonable difference in the number of hours they are scheduled each week as compared to less senior part-time employees. To ensure an equitable spread of scheduled hours to acknowledge seniority within an employee's current classification, the following schedule will be followed:

COMPLETED YEARS OF SERVICE IN CURRENT CLASSIFICATION	MINIMUM SCHEDULED HOURS
0 - 5 inclusive	12
6 - 10 inclusive	15
11 - 15 inclusive	18
Over 15	21

Any hours of work in addition to the above, whether occasionally, seasonally or permanently available, will be distributed to part-time employees by seniority in accordance with the type of work they do within the store.

The Employer expressly retains the right to determine the size and composition of the work force for the continued efficient operation of the store.

(B) All Other Part-Time Employees (excluding part-time Floral Clerks)

(1) Part-time employees will be scheduled a minimum of twelve (12) hours per week in the store in which they work. However, this shall not apply to an employee called in to replace another employee or to an employee whose available hours are beyond the Employer's control, or to an employee called in to work when fewer than twelve (12) available hours remain in the week.

(2) Qualified part-time employees shall be scheduled for available hours in accordance with seniority and type of work within the store they work. It is agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store.

(C) Part-time employees shall be scheduled for a minimum of three (3) hours in any one (1) day, provided they are available for work.

Section 3.10 Dress and Appearance Code

The Employer after consultation with the Union may adopt and implement a dress and appearance code for store personnel in the interest of presenting a clean and neat appearance on behalf of store personnel. The Union shall be furnished copies of the code adopted and shall be consulted prior to any major changes in said code.

Section 3.11 Office Work

An office premium shall be paid to the designated office "third person" in the amount of fifteen cents (15¢) per hour for all work performed in the office. With the exception of service managers, assistant service managers, and third persons, all work performed by an employee in the office shall be on a voluntary basis.

ARTICLE IV WAGES

Section 4.1 Wage Rates

During the term of this Agreement, the Employer agrees to pay not less than the minimum wage rates set out in Appendix A attached hereto.

Section 4.2 Manager Relief

Whenever an employee is assigned to and assumes the responsibility of the Manager for a full calendar workweek, he/she shall be paid the minimum drawing account paid to managers or the employee's rate, (including time and one-half (1½) for hours worked in excess of eight (8) hours per day or for hours in excess of forty (40) per week), whichever is greater.

Section 4.3 Receiving Clerk

Any employee, whether full-time or part-time, who has been designated as Receiving Clerk, shall receive twenty-five cents (25¢) per hour in addition to their applicable hourly rate of pay. It is further understood and the parties hereby stipulate and agree that this is not a mandatory position.

Section 4.4 Relief of Department Heads

(A) Relief Pay

Whenever a full-time employee is assigned to and assumes the responsibilities of a duly appointed Department Head, namely, Assistant Manager, Produce Manager, or Service Manager, for a full calendar week, he or she shall receive the minimum contract rate for that week's work including overtime, if any, or his or her regular rate of pay.

(B) Mandatory Relief

Whenever it is known in advance that an Assistant Manager, Produce Manager, or Service Manager will be absent for a calendar week or more, a member of the bargaining unit shall be assigned the position and handled in accordance with Paragraph (A) above.

Section 4.5 Recording of Time Worked

Each employee shall accurately record the daily time worked by him or her on forms to be provided by the Employer and kept in the store for that purpose.

Section 4.6 Employer Meetings - Required Attendance

When an employee is required to attend a meeting called by the Employer he shall be paid for all time in attendance at the meeting. Those employees who attend a required meeting and who are not scheduled to work on the day of the meeting or who have already completed their shift and left the premises shall be paid one (1) hour minimum pay.

Section 4.7 Previous Comparable Experience

Former Jewel Food Store employees who were Local 881 members who are rehired within twenty-four (24) months of their date of separation will be given up to a maximum of twenty-four (24) months credit for previous experience. This section applies only for the purpose of determining such employees' wage rate.

It is further understood and the parties hereby stipulate and agree that employees going from full-time status to part-time status shall retain their same rate of pay and benefits except Department Heads who will go to the clerk rate equal to their length of employment, however, Department Heads will maintain their benefits. This applies only where there is no break in service. A break in service must be in good faith, i.e., more than a few days or weeks.

ARTICLE V VACATIONS, HOLIDAYS & ABSENCE LEAVES

Section 5.1 Length of Vacation

All employees who meet the qualifications shall be entitled to a vacation with pay in accordance with the following schedule:

(A)

Number of Completed Years of Continuous Service	Number of Weeks of Vacation with Pay
1 year	1 week
2 through 4 years, inclusive	2 weeks
5 through 11 years, inclusive	3 weeks
12 through 19 years, inclusive	4 weeks
20 through 24 years, inclusive	5 weeks
25 or more years	6 weeks

(B) Effective January 1, 1987 - All New Hire Employees:

Number of Completed Years of Continuous Service	Number of Weeks of Vacation with Pay
1 year	1 week
2 through 6 years, inclusive	2 weeks
7 through 11 years, inclusive	3 weeks
12 through 19 years, inclusive	4 weeks
20 through 24 years, inclusive	5 weeks
25 or more years	6 weeks

Section 5.2 Vacation Qualifications

(A) Full-Time Employees

(1) First Vacation

Full-time employees hired in the preceding year may take their first vacation in the current year ahead of their service anniversary date subject to their refunding all vacation payments in the event they do not complete a full anniversary year of employment.

(2) Second and Succeeding Vacations

Once a full-time employee has qualified for his/her first vacation he/she shall thereafter qualify for all succeeding vacations as of January 1 of the current year for a vacation based on his/her length of service to be completed during the current year subject to the adjustment set out in Section 5.5 in the event the employee does not complete his/her anniversary year of service.

(B) Part-Time Employees

Part-time employees shall qualify for all vacations after completion of an anniversary year.

Section 5.3 Vacation Pay

(A) Full-time Employees

A week's vacation pay for full-time employees shall be in the amount of the employee's standard scheduled workweek.

(B) Part-Time Employees

A week's vacation pay for part-time employees shall be calculated by multiplying 1/52 times the employee's hours worked during the preceding anniversary year times the rate in effect on his/her anniversary date. For the year in which an employee is transferred from part-time to full-time, he/she shall be paid for his/her vacation as a part-time employee.

Section 5.4 Vacation Administration

(A) Vacation Schedules

All vacations shall be subject to the necessary scheduling of replacements by the Employer which may limit the number of employees who may be on vacation at any one time. Preference in the choice of earned vacation dates shall be given on the basis of seniority within each store, first choice going to the employee with the greatest length of continuous full-time service, and so on.

(B) Calendar Weeks

All vacations shall be for calendar weeks. Vacations of three (3) or more weeks may be split by mutual agreement between the employee and the Employer but not into any period of less than one (1) week. Vacations of less than three (3) weeks duration may not be split except in unusual cases, and then only where the individual's application is approved by the Employer as consistent with efficient operation of the store. Choice of vacation dates shall be on the basis of seniority within the store.

(C) Holidays Within Vacations

Whenever a holiday recognized under this Agreement falls within an employee's vacation period the employee shall receive an extra day's pay or subsequent day off at the Employer's option.

Section 5.5 Adjustment of Vacation Pay in the Event of Layoff or Separation From Service

Any full-time employee who is laid off or who leaves service **prior to his/her first service anniversary** shall forfeit all vacation pay with respect to that year of service and shall refund any vacation pay received by him/her with respect to such year.

Any full-time employee who is laid off or leaves service **after his/her service anniversary** shall, unless he/she was discharged for gross misconduct in connection with his/her work, (namely, stealing, malicious vandalism, or other serious misconduct) be entitled to vacation pay at the rate of one-twelfth (1/12th) of the vacation pay to which he/she was entitled at his/her last anniversary date for each full month of service completed since his/her last anniversary date plus any earned vacation not taken. If a full-time employee is laid off or is separated from service and is entitled to vacation pay as set out above, he/she shall be paid such vacation pay within two (2) weeks following the layoff or separation from service.

If a full-time employee has received his/her vacation with pay and is laid off or separated from service prior to his/her anniversary date, he/she shall refund the difference, if any, between the vacation pay received and the vacation pay to which he/she was entitled under the above schedule within two (2) weeks following the date of the layoff or separation from service.

Part-time employees with one (1) or more years of service, who have completed six (6) months service since their last anniversary date shall, unless he or she was discharged for gross misconduct in connection with his or her work, (namely, stealing, malicious vandalism, or other serious misconduct) be entitled to a prorated vacation at the rate of one-twelfth (1/12th) of their vacation pay for each month's entitlement based on their length of service and rate of pay as of their last anniversary date.

Section 5.6 Holidays Recognized

- (A) The following shall be paid holidays. There shall be no work on Christmas Day and work on all other recognized nationally observed holidays (except as modified by Article III, Section 3.1(D)) in addition to Easter Sunday shall be on a voluntary basis for all employees, except that if an insufficient number of employees volunteer the Employer may require employees to work in accordance with job classification in inverse seniority order to maintain a qualified staff for operations.

New Year's Day

Labor Day

Memorial Day

Thanksgiving

Fourth of July

Christmas

Veterans' Day (if generally observed by the retail food industry in the area)

(B) Holiday Qualifications

To qualify for holiday pay all employees must work both the regularly scheduled workdays before and after the holiday, except that this requirement shall be deemed to be met if the employee's failure to work said workdays is due to his/her personal illness, injury or other excused cause provided that he/she works at least one (1) day in the workweek in which the holiday falls. Part-time employees who have completed their probationary period shall be entitled to holiday pay.

(C) Holiday Pay, Birthday and Personal Day Pay

Full-time employees working a normal basic workweek who qualify shall receive holiday pay in an

amount equal to one-fifth (1/5th) their regularly scheduled standard straight-time workweek.

Full-time employees who work a standard workweek of less than five (5) days shall receive holiday pay for their normal scheduled workday in the event such workday is observed as a holiday. For example, a night crew employee working four (4) ten (10) hour shifts who is scheduled off on a regular shift as his/her holiday shall receive ten (10) hours holiday pay for his/her scheduled off shift in addition to his/her normal thirty (30) hours of performed work. However, in the event this same employee is scheduled his/her normal forty (40) hours in a holiday week he/she shall receive a maximum of eight (8) hours holiday pay in addition to his/her pay for work performed.

Part-time employees who qualify shall receive holiday, birthday, and personal day pay equal to the product of five percent (5%) of the number of straight-time hours worked, during the four week accounting period preceding the period in which the holiday falls times his/her straight-time hourly rate in effect in the week in which the holiday falls.

(D) Personal Days Off

1. All employees in service on or before 11/26/79 shall be eligible for four (4) personal days off per calendar year.

All such employees shall have one (1) day added to their vacation and the second and third day may be taken once each year as part of a mini-vacation subject to the mutual agreement between the Employer and the employee. The fourth day is to be taken subject to the mutual agreement between the Employer and the employee. It is further understood that the entitlement to the four (4) personal holiday days shall be on the basis of one (1) per quarter.

Such personal days off shall not be construed as holidays with respect to the holiday workweeks.

2. Employees hired on or after 11/27/79, shall receive personal holidays as follows:

One (1) personal holiday during the first twelve (12) months of employment;

One (1) additional personal holiday for a total of two (2) personal holidays during the second twelve (12) months of employment; such entitlement to be on the basis of one (1) each six (6) month period;

One (1) additional personal holiday for a total of three (3) personal holidays during the third twelve (12) months of employment; such entitlement to be on the basis of one (1) each four (4) month period;

One (1) additional personal holiday for a total of four (4) personal holidays during the fourth twelve (12) months of employment; such entitlement to be on the basis of one (1) per quarter. Thereafter, those employees shall qualify for four (4) personal holidays each calendar year.

It is further understood and the parties hereby stipulate and agree that any personal holiday taken pursuant to the above must be taken on a date mutually agreeable to the Employer and the employee.

3. Employees hired on or after 1/23/83 shall receive personal holidays as follows:

One (1) personal holiday after the completion of twelve (12) months of employment; One (1) additional personal holiday for a total of two (2) personal holidays after the completion of twenty-four (24) months of employment; such entitlement to be on the basis of one (1) each six (6) month period; One (1) additional personal holiday for a total of three (3) personal holidays after the completion of thirty-six (36) months of employment; such entitlement to be on the basis of one (1) each four (4) month period.

It is further understood and the parties hereby stipulate and agree that any personal holiday taken pursuant to the above must be taken on a date mutually agreeable to the Employer and the employee.

4. Employees hired on or after ratification shall receive personal holidays as follows:

One (1) personal holiday after the completion of twelve (12) months of employment; one (1) additional personal holiday for a total of two (2) personal holidays after the completion of twenty-four (24) months of employment; such entitlement to be on the basis of one (1) each six (6) month period.

It is further understood and the parties hereby stipulate and agree that any personal holiday taken pursuant to the above must be taken on a date mutually agreeable to the Employer and the employee.

Section 5.7 Leave of Absence

Employees shall be entitled to written leaves of absence for the following reasons:

- (A) Illness or injury of the employee which results in absence shall be for a period of six (6) months renewable upon request to a maximum of one (1) year, provided that once each month after the first six (6) months the employee notifies the Union and the Employer of his/her whereabouts and status.
- (B) Any other reason acceptable to the Employer.

Any employee who is granted a leave of absence and, while on such leave of absence, accepts employment with another employer or who goes into business for himself/herself, is subject to discharge.

Any employee on leave of absence or layoff shall not be entitled to holiday or vacation pay or to any other employee benefit not accrued at the time of the beginning of the leave of absence or layoff. Leaves of absence or layoffs which total less than ninety (90) calendar days, in a year of service shall be considered as time served for the purpose of progression in the wage schedules, while leaves of absences, including medical and/or injury leaves of absence or layoffs which equal or exceed ninety (90) calendar days in a year of service shall operate to defer the effective dates of each ensuing wage progression or vacation entitlement by the length of such absence.

Section 5.8 Military and Pregnancy Leaves

Leaves of absence shall be granted for military and pregnancy leaves in accord with applicable laws. Certification in writing of pregnancy or military duty call shall be made

in the written request for leave prior to termination of active work.

Section 5.9 Jury Pay

When any full-time employee who is covered by this Agreement is summoned for jury service, he/she shall be excused from work for the days in which he/she reports for jury service and/or serves. He/she shall receive for each such day on which he/she so reports and/or serves on which he/she otherwise would have worked the difference between his/her regular pay for that day and the payment he/she receives for jury service, if any; provided, however, that no payment shall be made under the provisions of this Section to any employee summoned for jury service unless he/she shall have advised the Employer of the receipt by him/her of such jury summons not later than the next regularly scheduled workday after receipt of said summons. Before any payment shall be made to any employee hereunder, he/she shall present to the Employer proof of his/her summons for service, and of the time served and the amount of pay received therefore, if he/she shall have served as juror. The provisions of this Section shall apply only when an employee is summoned for jury duty and shall not apply if an employee volunteers to serve as a juror. When an employee is released for a day or part of a day during any period of jury service, he/she shall report to his/her store for work.

Section 5.10 Funeral Leave

The Employer agrees to pay full-time employees for necessary absence from scheduled work on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays, provided the employee attends the funeral. For purposes of full-time employees the term "immediate family" shall mean spouse, parent, child, grandparent, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law or any relative residing with the employee or with whom the employee is residing. All part-time employees and Service Clerks shall receive two (2) days off to attend the funeral of a member of the immediate family, and shall be paid at straight-time for the hours scheduled to work on those days, provided that they attend the funeral. For the purposes of part-time employees and Service Clerks, the term "immediate family" shall mean spouse, parent, brother, sister, child, or grandparent.

Section 5.11 Personal Day Off—Employee's Birthday

All employees in service on or before 11/26/79 who have completed their probationary period shall be given an additional day off with pay in celebration of their birthday.

All employees hired on or after 11/27/79 shall only be entitled to their initial birthday holiday on their birthdate in the calendar year following the year in which they were employed. Thereafter, they receive their birthday holiday on the same basis as employees who were in service on or before 11/26/79.

The day off shall be on the Monday of the birthday week or any subsequent Monday as mutually agreed upon by the Employer and the employee. The personal day off in celebration of the employee's birthday shall not be treated as a holiday for purposes of the holiday pay provisions covering national holidays.

Section 5.12 Compensable Injuries on the Job

Employees injured on the job shall be paid for the hours scheduled on the day of the injury at their normal rate of pay.

ARTICLE VI OTHER BENEFITS

Section 6.1 Retirement Benefits

During the term of this Contract, but without commitment thereafter, the Employer agrees to provide, maintain and administer in full force and effect the Employer's profit sharing retirement plan known as American Stores Retirement Estates covering full and part-time employees substantially in the form existing on the effective date of this Agreement, as the same may be changed, altered, or amended in accordance with the Trust provisions.

Section 6.2 Health Care Plan

(A) American Stores Health Care Plan

For the term of this Agreement, but without commitment thereafter, the Employer agrees to provide, maintain and administer the American Stores Health Care Plan of health and welfare benefits substantially in the form existing on the execution date of this Agreement subject to the terms and conditions stated therein, as the same may be amended from time to time, for each member in the bargaining unit who qualifies for coverage as hereinafter provided. The Plan of health and welfare benefits may not be changed, altered or amended without prior notice to the Union.

(B) Qualifications for Coverage

(1) Full-Time Employees

To qualify for benefits under the Plan, a regular

full-time employee must enroll in the plan and pay his/her share of the cost.

(2) **Part-Time Employees**
General Requirements

A part-time employee shall qualify for regular part-time coverage upon completion of ninety (90) days of service. Thereafter, a part-time employee must enroll in the Plan and pay his/her share of the cost.

Individual coverage will be \$6.75 per month for **all** employees (including DeKalb) and \$6.75 per month additional for family coverage.

Coverage shall take effect the first of the month following enrollment.

Section 6.3 Maintenance of Coverage

Employees on layoff or leave of absence shall maintain their coverage during periods of layoff and leaves by paying the contributions necessary to maintain coverage in accordance with the terms of the plan. The Union shall be notified of the amounts necessary for maintenance of benefits.

ARTICLE VII

SENIORITY

Section 7.1 Seniority and Other Definitions

Seniority

Seniority means the rights secured by an employee by length of continuous employment service as provided herein. Seniority starts from the last date when the employee is hired by the Employer except that new employees shall not acquire any seniority rights until they have completed a probationary period of thirty (30) days, after which their seniority shall date back to the date of last hiring. The probationary period for employees hired on or after 11/27/79 in new stores shall be thirty (30) days from the date that the store opens.

An employee's seniority shall be broken if he/she: (1) quits; (2) retires; (3) is discharged; (4) fails to report after a layoff within seven (7) calendar days after the Employer sends to the last known address known to the Employer a written notification to return to work; or (5) has been out of employment by the Employer for a period of twelve (12) months.

When two (2) or more employees are hired on the same day, the Employer shall determine their relative seniority.

Section 7.2 Seniority Area — Full-Time Employees

For purposes of layoff and recalls after layoff, there shall be the following seniority areas:

Established Zone

North Area

Central Area (including DeKalb)

South Area

The Employer agrees to provide the Union with a map outlining the above areas.

Midwest Store Zone

Area 1: Cities of Dyer, Hammond, Highland, Munster, Crown Point and Chesterton in the State of Indiana.

The Union and the Employer reserve the right to mutually modify or amend the seniority areas where changes occur in operating conditions which may affect the balance the parties have tried to achieve and maintain.

Section 7.3 Layoffs and Recalls after Layoffs — Full-Time Employees

Where the employee's qualifications, such as skill, efficiency, physical and mental fitness, and in the cases of such semi-supervisory positions as department heads, the ability to organize, direct and supervise the work of others, are equal, seniority shall control the order of layoffs and recalls after layoffs of full-time employees.

In the event of layoff full-time employees shall have seniority preference over part-time employees and a laid off full-time employee may elect to bump a part-time employee within his/her seniority area. If a full-time employee claims bumping rights in lieu of layoff the Union and the Employer shall resolve the methods to be employed.

The Employer shall determine the relative qualifications of employees, but when the qualifications of employees for the particular job or jobs are equal, this seniority principle requires that:

- (A) The employee with the lowest seniority in the job classification in the store shall be the first laid-off.

- (B) The employee being laid-off may as an alternative bump that employee in the same job classification with the lowest seniority in the seniority area.
- (C) No new full-time employee shall be hired in a job classification until all laid-off employees in that classification and seniority recall area who are qualified to fill the open job have been given an opportunity to return to work.
- (D) Qualified laid-off employees shall be recalled in the order of their seniority in the recall area in which their store is located.

In the case of semi-supervisory department heads, namely, assistant managers, produce managers, and service managers the Employer may reclassify to full-time clerk status any surplus department heads not required by contract by reclassifying the most junior person in such classification based on continuous employment date. Such reclassified employee may bump the most junior full-time clerk in his/her seniority area if his/her seniority is greater. Other classified positions may also be reduced in accordance with the foregoing process.

Section 7.4 Layoffs and Recalls After Layoffs — Part-Time Employees

Where fitness and ability are equal, length of service of part-time personnel shall control the order of layoffs and recalls after layoffs on the following basis.

Established Zone

Within an area encompassing the six closest stores to the store where the layoff occurs within the North Area, Central Area (including DeKalb), or South Area.

Midwest Store Zones

- (1) Cities of Dyer, Hammond, Highland, Munster, Crown Point and Chesterton in the State of Indiana.

When a store is permanently closed (not relocated) or when a store is destroyed by Acts of God, fire or other reason, part-time employees may exercise their seniority to transfer in their seniority area and displace the most junior part-time employee within such area. Employees exercising their seniority right shall retain their length of service date for vacations and other benefits.

Service Clerks will be treated as a separate classification for purposes of lay-off. Accordingly, Service Clerks need not be laid off prior to the laying-off of any other classification.

Section 7.5 Selection of Employees for Full-Time Employment

The Employer will welcome applications for full-time employment from part-time employees with six (6) months or more continuous service. When a full-time clerk is needed, the Employer will endeavor to fill said position by selecting from all applicants, the applicant whose qualifications, ability and availability for work are the greatest; provided, however, that where qualifications are equal, preference shall be given to part-time applicants within the collective bargaining unit on the basis of their length of service. The determination of the relative qualification of all applicants is expressly reserved to the Employer.

Section 7.6 Promotion of Service Clerks

Where qualifications are equal, seniority shall prevail with respect to the promotion of Service Clerks.

Section 7.7 Promotion to Supervision

If an employee is promoted from a bargaining unit job to a supervisory position with the Employer, he/she shall continue to accumulate seniority while working in said position for a period of one (1) year. If during said year the employee proves unsatisfactory or deems it to be in his/her best interest, he/she shall be returned to the bargaining unit within the same seniority area at the same job classification and pay rate he/she held prior to his/her promotion, plus the seniority accumulated while working in the supervisory position.

Section 7.8 Seniority of Employees on Leaves of Absence

The seniority rights of an employee who, either by voluntary action or draft, entered the Armed Forces of the United States shall continue as though he/she had not been absent, and he/she shall have the right to be reinstated to his/her employment as provided by law and regulation thereunder.

An employee who requests and is granted a personal leave of absence by the Employer shall have his/her seniority rights and provisions maintained for the duration of such leave of absence, provided the employee does not hold any other employment while on such personal leave of absence.

Section 7.9 Seniority Preference

Local Union Officers, one (1) Union Steward in each store, and two (2) Union Stewards in a Grand Bazaar shall have seniority preference over all other employees for the purpose of layoffs and recalls after layoff excluding any right to claim higher classified jobs beyond the General Clerk.

Additionally, co-op students participating in the school-work program shall have preference for layoff and recall purposes while actively engaged in the co-op program.

ARTICLE VIII UNION-MANAGEMENT RELATIONS

Section 8.1 Union Shop

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

The Employer agrees to notify the Union in writing within thirty (30) days from the date of first employment of all new employees subject to this Agreement, to include the name and residence address of such employee, and the store in which employed.

The Union agrees to admit to and retain in membership all employees who have served a trial period of thirty (30) days and proven satisfactory to the Employer as prospective permanent employees without discrimination so long as such employees tender the initiation fees and periodic dues uniformly required for membership and maintain their membership in good standing with the Union. In the event that an employee fails to tender the initiation fee or periodic dues uniformly required as a condition of acquiring or retaining membership or if such employee fails to maintain membership in good standing, the Union will notify the Employer in writing and the Union member will be given not less than two (2) weeks' time in which to re-establish his/her membership in good standing before the Employer shall be called upon to release him/her.

Section 8.2 Union Dues Checkoff

The Employer agrees to deduct the uniform dues and initiation fees from the paychecks of those covered employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amounts so deducted to the Union. Said deduction authorizations shall be in such form as to conform with Section 302(c) of the Labor Management Relations Act of 1947.

Section 8.3 Active Ballot Club Checkoff

The Employer agrees to deduct contributions in an amount designated by the employee from the paychecks of those employees whose individual written unrevoked authorizations are on file with the Employer and to transmit the amount so deducted to the Union. Said deduction authorizations shall be in such form as to conform with all governing Federal and State law applicable to Political Action Committees.

Section 8.4 Indemnification

The Union agrees to defend, protect, indemnify and save the Employer harmless against any claim, demand, suit or liability that shall arise out or by reason of any action taken by the Employer in reliance upon a request made by the Union to discharge an employee for failure to maintain his/her membership in good standing pursuant to Section 8.1, or upon employee payroll deduction authorization cards submitted by the Union to the Employer under Section 8.2.

Section 8.5 Union

The Union for and on behalf of itself and its members agrees that its members shall perform the work assigned to them from time to time by the Employer and shall work for the best interest of the Employer in every way just and lawful, giving honest and diligent service to the patrons of the Employer and to each other.

Section 8.6 Union Stewards and Business Representatives

The Union shall have the right to designate a steward for each store. The Union shall keep the Employer informed as to the names of the stewards currently authorized to represent the Union and shall provide the Employer with a list of stewards at least once every ninety (90) days.

The Union business representatives shall be admitted to the Employer's store premises during the hours employees are working for the purpose of ascertaining whether or not this Agreement is being observed. Such activity shall be conducted in such a manner as not to interfere with the orderly operation of the Employer's business, it being further agreed that lengthy discussions between employees and representatives of the Union, including the shop steward, or among themselves, concerning disputes shall not take place during working hours.

In case of disputes as to wages, the Employer agrees to show an authorized representative of the Union bona fide copies of the employee's wage records.

Section 8.7 Union Officers and Stewards

Union officers and stewards, upon request made from Union headquarters to the Employer, shall receive time off without pay for the conduct of Union business. Such request must be made at least thirty-six (36) hours in advance of the expected absence. Such time off shall be treated as an authorized leave of absence.

Section 8.8 Stewards Conference

Effective January 1, 1987, Local 881's Union Executive Board members and the most senior Union Steward in each store will be granted the day off with pay to attend the Local 881's Annual Stewards' Conference. The total number of stewards who will be eligible for compensation shall not exceed two hundred (200).

Section 8.9 Display of Contract and Union Shop Cards

The Employer agrees to keep a copy of this Agreement, which shall be furnished by the Union, posted in each store at a place where every employee may have equal and easy access to same. The Employer also agrees to display one Union shop card of a reasonable size in all stores. The Employer agrees employees may wear their Union button during working hours.

Section 8.10 Employee Lists

Once each calendar year the Employer shall furnish the Union with a list of all employees together with their addresses, such list to be typed, imprinted or otherwise reproduced on paper, card, envelope or other stock to be furnished by the Union. Any additional lists that may be requested and furnished will be supplied at the Union's sole cost.

January 1st of each year, the Employer agrees to post in each store a list showing the names and employment dates of all full and part-time employees in the store. The store seniority list shall be maintained on a current basis by the store steward.

Section 8.11 Management Rights

The management of the business, including the right to and composition, the scheduling and assignment of work, and , determine, direct and control store operations and hours, the right to study and introduce new methods, facilities and products, the right to direct and also including the right to hire, assign, demote, promote and transfer, to lay off or reduce the hours of work because of lack of work, to discipline, suspend or discharge for proper cause, and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer; provided, however, that these rights shall be exercised with due regard for the rights of the employees and provided further that they will not be used for the purpose of discrimination against any employees. The listing of specific rights in this agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

Section 8.12 Discipline

During an employee's probationary period, that is, during his/her first thirty (30) days of employment an employee may be discharged for any reason at the sole discretion of the Employer. After an employee has completed the probationary period, such employee shall not be suspended, discharged or otherwise disciplined, without just cause, just cause to include but not be limited to the following: continuing poor performance on the job, whether due to inefficiency, loafing, carelessness or incompetency; dishonesty or other misconduct in connection with work; incivility; insubordination; serious or persistent infraction of reasonable rules promulgated by management relating to the operation of the store or the health or safety of employees; engaging in a strike, work stoppage, slowdown or picketing in violation of this Agreement; provided, however, that in the event of a dispute as to whether a suspension, discharge or other disciplinary penalty was for just cause the matter shall be adjusted in accordance with the grievance and arbitration provisions of this contract.

It is further agreed that stewards will grant up to thirty (30) extra days of probationary employment if requested by store management for part-time employees.

Section 8.13 Picket Lines

Employees may refuse to cross a lawful primary picket line involving Jewel Food Stores Div., Jewel Companies, Inc., and United Food and Commercial Workers Union, Local 881, provided the same has been sanctioned by Local 881.

Section 8.14 Clerks Work Jurisdiction

It is agreed that salesmen shall not handle or stock any merchandise in the grocery, produce, general merchandise and/or chef's kitchen department other than as it exists under prevailing practices. This limitation shall not apply to new stores during the first week after the store is opened, nor shall it be applicable during the first week after a major remodeling.

Section 8.15 Discrimination

The Union and the Employer agree to continue their respective practices of non-discrimination on the basis of race, color, creed, union activity, sex, or national origin.

Section 8.16 Automation

During the term of this Agreement the Employer agrees that prior to the introduction of any available new technological equipment which substantially affects work performed by the bargaining unit, the Employer will first give notice to the Union of its intent to utilize such equipment and prior to the implementation the Employer agrees to discuss with the Union all relevant data available concerning such equipment and the Union expressly reserves the right to bargain fully the impact of such implementation including, but not limited to, retraining of personnel, job relocation of personnel, and any and all aspects affecting the employment status of the covered employees.

It is expressly agreed that test utilization of equipment on a limited basis is not precluded provided the Union is given advance notice of the test and is given access to the data developed through such a test.

If and when discussions become necessary it will be the mutual express intent of the parties to preserve the employment opportunities of present personnel if affected by the utilization of new equipment.

Section 8.17 Violation of Service Clerk Duties

It is agreed that service clerks are not to perform any duties other than those which are set forth in this agreement. In

that regard, it is further agreed that the employer will post a notice in each store instructing all employees of the service clerk's duties and that the following penalties will apply in the event of any proven violations with the further understanding that each individual store shall be treated separately and that this provision is to be administered on a contract year basis:

1. Upon the first proven violation in a store, the Union will submit a written notice to the employer with a copy to the store manager of the store involved in the violation.
2. Upon the second proven violation in the same store, the service clerk in the store involved shall be paid the 0-3 month regular clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of service clerk duties.
3. Upon the third proven violation in the same store, all service clerks in the store involved shall be paid the 0-3 month regular clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of service clerk duties.
4. Upon the fourth proven violation in the same store, all service clerks in the store involved shall be paid double the service clerk rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in the performance of service clerk duties.

ARTICLE IX

NO STRIKES; NO LOCKOUTS; GRIEVANCES & ARBITRATION

Section 9.1 No Strikes; No Lockouts

The Union and the Employer agree on the need for the continuance of their service to the public without interruption. Both recognize this objective as necessary to the security of the Employer and its people. Both, therefore, specifically pledge themselves to help assure that security by using the procedures agreed upon between them for the adjustment of disputes and grievances in all cases where there is any difference of opinion concerning the rights of either under this Contract or the interpretation or application of any provision of it. Therefore, during the term of this Agreement there shall be no strikes, stoppages, diminution or suspension of work of any kind whatsoever

on the part of the Union or its membership; nor shall there be any lockout on the part of the Employer.

Section 9.2 Grievances

(A) Grievance Defined

A grievance is hereby defined as any dispute involving the interpretation or application of the provisions of the Contract.

(B) Procedure

A grievance may be initiated by any individual employee, by the Union or by the Employer. Once initiated, the following steps shall be taken to settle such grievance:

- Step 1: By conference between the aggrieved employee, the shop steward, or both, and the Store Manager or Resident.
- Step 2: By conference between a Union representative and the Store Manager and/or the Divisional Manager or other representative designated by the Divisional Manager.
- Step 3: By conference between a Union representative and the Area Vice President or such other official as the Employer may designate to represent it in such conference.

Any grievance initiated or carried to Step 3 shall be reduced to writing. Grievances involving only one store shall be introduced only at Steps 1 or 2, while grievances involving more than one store may be introduced at any step. All grievances shall be investigated and answered promptly.

(C) Time Limits on Grievances

Any grievance involving a claim of improper discharge or other discipline must be presented within fifteen (15) days after discharge or disciplinary action. All other grievances excluding discharge or disciplinary action must be made within thirty (30) calendar days after the cause giving rise to the grievance becomes evident. Wage claims involving the proper application of wage rates shall not be valid and collectible for a period earlier than 180 calendar days prior to the date of filing the claims. All other wage claims as to the number of hours worked shall not be valid and collectible for a period earlier than ninety (90) days prior to the date of filing the claim.

Section 9.3 Arbitration

- (A) Either the Union or the Employer may, within thirty (30) calendar days after failure to adjust the grievance in accordance with the grievance procedure, serve upon the other party a written demand for arbitration stating the issue to be arbitrated. The parties shall endeavor to select an impartial arbitrator. However, if the parties fail to agree upon an arbitrator who is willing and able to serve within fifteen (15) calendar days after service of the demand for arbitration, either party may, within seven (7) calendar days thereafter, request the American Arbitration Association to submit a list of not less than five (5) disinterested persons who are qualified and willing to act as impartial arbitrators. Upon receipt of this list, an authorized representative of the Union and of the Employer shall flip a coin to determine who shall have first choice to strike a name. The party winning the toss shall then strike a name from the panel. Thereafter, the parties shall alternately strike one name each until only one name remains. The person whose name remains shall be the selected arbitrator.
- (B) The arbitrator shall commence hearings as quickly as possible after his/her selection and shall render his/her award in writing together with his/her written findings and conclusions as quickly as reasonably possible after the hearing. The award shall be final and binding upon the parties to this Agreement and upon the complaining employee or employees, if any.

The arbitrator shall have no power to determine arbitrability nor to add or subtract from, modify, or amend any provision of this Agreement, nor to substitute his/her discretion for the discretion of the Union or the Employer, change existing wage rates, or arbitrate proposals for the amendment or renewal of this Agreement.

The arbitrator's fees and expenses, the cost of any hearing room and the cost of a shorthand reporter and of the original transcript shall be borne equally by the parties. All other cost and expenses shall be borne by the party incurring them.

- (C) For the purpose of entertaining a written request from either of the parties for rehearing to correct any material error of omission or commission, ambiguity, or question of application allegedly evident in the opinion or award the arbitrator shall, for a period

of seven (7) calendar days next following the date of his/her award, retain jurisdiction of the matter submitted to arbitration by the parties hereto, and until the expiration of the period of time stated in this provision for rehearing the award shall not be deemed to have been issued. If, however, no request for rehearing is duly filed within this seven (7) day period, this award shall be deemed to be issued effective as of its date. A written request for rehearing shall detail the specific grounds relied upon for alleging a material error, or ambiguity, and a copy thereof shall be mailed by certified mail to the other party or parties. If the written request is postmarked no later than the seventh (7th) day next following the date of this award, it shall extend the jurisdiction of the arbitrator for a period of seven (7) days next following the date of the written request. Within those seven days the arbitrator, having re-examined the matter, shall in writing either reject the request for a rehearing or set a date for the requested rehearing. If the request for rehearing be denied, this award shall thereupon be deemed to be issued effective that date and the jurisdiction of the arbitrator shall accordingly cease. If the request for rehearing be granted, the jurisdiction of the arbitrator shall continue until issuance of a final amended award incorporating or rejecting the substance of the allegations contained in the request.

- (D) The participation by the parties in an arbitration proceeding under this Agreement shall not be deemed a waiver of or prejudicial to the right of either party to contest the arbitrability of the grievance or the jurisdiction and authority of the arbitrator in proceedings to set aside the award or in other appropriate proceedings in any State or Federal court of competent jurisdiction; provided such judicial proceedings are instituted within thirty (30) days of the date of the arbitrator's award.

ARTICLE X TERM

Section 10.1 Initial Term

This Agreement shall become effective on October 5, 1986 and shall expire at 12:00 midnight, September 30, 1989.

Section 10.2 Renewal Term

If either party wishes to modify this Agreement at its expiration, it shall serve notice in writing of such request upon the other party not less than sixty (60) days prior to the expiration date. In the absence of the service of such notice, this Contract shall automatically renew itself for a

period of one year and from year to year thereafter, it being further agreed that the Contract expiration date shall be the last day of the Employer's fiscal year.

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____
JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____
JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____
RONALD E. POWELL
President

By _____
THOMAS J. WALSH
Secretary/Treasurer

**APPENDIX A
WAGE RATES**

REGULAR CLERKS - ILLINOIS AND INDIANA

STRUCTURE	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$ 4.50	\$ 4.60	\$ 4.60
7 - 12 months	4.70	4.80	4.85
13 - 18 months	5.15	5.35	5.40
19 - 24 months	5.95	6.15	6.25
25 - 30 months	6.70	6.90	7.05
31 - 36 months	7.80	8.10	8.30
37 - 42 months	8.60	9.00	9.20
43 - 48 months	9.20	9.40	9.55
49 - 54 months	9.55	9.75	9.95
Over 54 months	10.10	10.35	10.55

Part-time employees shall not progress beyond the 37 - 42 month bracket until October 2, 1988, when they shall not progress beyond the 43 - 48 month bracket. Night Crew Clerks will continue to receive the forty cents (40¢) per hour premium added to their appropriate rate and Night Crew Chiefs will continue to receive the sixty-five cents (65¢) per hour premium added to their appropriate rate.

ILLINOIS SERVICE CLERKS (HIRED PRIOR TO 3/22/83)

EFFECTIVE	EFFECTIVE	EFFECTIVE
10/5/86	10/4/87	10/2/88
\$5.32	\$5.52	\$5.72

***ILLINOIS SERVICE CLERKS (HIRED AFTER 3/22/83)**

STRUCTURE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	10/5/86	10/4/87	10/2/88
0 - 6 months	\$4.00	\$4.05	\$4.10
7 - 12 months	4.10	4.20	4.25
Over 12 months	4.30	4.40	4.45

INDIANA SERVICE CLERKS (HIRED PRIOR TO 3/22/83)

EFFECTIVE	EFFECTIVE	EFFECTIVE
10/5/86	10/4/87	10/2/88
\$4.27	\$4.47	\$4.67

***INDIANA SERVICE CLERKS (HIRED AFTER 3/22/83)**

STRUCTURE	EFFECTIVE	EFFECTIVE	EFFECTIVE
	10/5/86	10/4/87	10/2/88
0 - months	\$3.55	\$3.70	\$3.85
Over 6 months	3.70	3.85	4.00

*All Service Clerks hired on or after 3/22/83 will be excluded from all vacation credit, holidays (unless they work the holiday) and night premium pay for their first year of employment. They will, however, be eligible for Health Care Plan during their first year of employment.

DEPARTMENT HEADS ILLINOIS AND INDIANA

CLASSIFICATION	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
Assistant Mgr.	\$12.76	\$12.91	\$13.16
Produce Mgr.	12.60	12.75	13.00
Service Mgr.	12.05	12.20	12.45
Chef Kitchen Mgr.	11.95	12.10	12.35
Asst. Service Mgr.	11.40	11.55	11.80
Asst. Front End Mgr.	11.65	11.80	12.05
Dairy/F Food Mgr.	*	*	*
Receiving Clerk	*	*	*

*Will receive twenty-five cents (25¢) per hour over applicable rate.

SERVICE CLERK'S DUTIES

The duties of all service clerks covered by this Agreement shall be expressly limited to the following:

Sorting, bagging, and packaging sold merchandise, sweeping and cleaning parking lot and other adjacent areas outside the store, sweeping floors anywhere in the store, carrying and loading sold merchandise, emergency cleanups, snow removal, maintenance of lawns and shrubs, returning shopping carts to the store, filling bag racks, cleaning areas around and in front of the checker lanes, cleaning rest rooms and lunch room, collecting and sorting bottles and giving credit for refund without a cash transaction, disposing of trash and rubbish, washing windows and putting up window bills and signs, floor cleaning and maintenance throughout the store, returning customer overstock, price changing, facing shelves and washing and cleaning of shelves and cases.

NEW STORE/RE-GRAND OPENING HIRING PROCEDURES

It was mutually agreed that in the case of a new store opening that is a replacement for one or more stores that are closing, staffing of clerks for the new store will be accomplished by promoting currently employed service clerks from the old store(s) by seniority until the number of clerks' positions in the new store(s) are filled. Any service clerk from the old store(s) who has given the Employer written notice that he/she does not wish to be promoted to a clerk's job or if the currently employed service clerk has a Special Employee Performance Review which has been administered within the last ninety (90) days in their file, will not come under consideration for promotion to a clerk at the new store but will, rather, transfer to the new store as a service clerk keeping their seniority intact.

APPENDIX B LETTERS OF UNDERSTANDING

INDIANA

This letter will confirm our understanding pertaining to wage progressions for clerks currently in the 0 - 9 month through the over 54 month bracket wherein we agreed as follows:

CURRENT RATE		NEW STRUCTURE	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
\$4.35	goes directly to \$4.50 completes six months and progresses	0 - 6	\$ 4.50	\$ 4.60	\$ 4.60
		7 - 12	\$ 4.70	\$ 4.80	\$ 4.85
\$5.00	goes directly to \$5.15 completes six months and progresses	13 - 18	\$ 5.15	\$ 5.35	\$ 5.40
\$5.80	goes directly to \$5.95 completes six months and progresses	19 - 24	\$ 5.95	\$ 6.15	\$ 6.25

\$6.55	goes directly to \$6.70 completes six months and progresses	25 - 30	\$ 6.70	\$ 6.90	\$ 7.05
\$7.40	goes directly to \$7.80 completes six months and progresses	31 - 36	\$ 7.80	\$ 8.10	\$ 8.30
	Full-time employees	37 - 42	\$ 8.60	\$ 9.00	\$ 9.20
	progress, part-time	43 - 48	9.20	9.40	9.55
	employees follow	49 - 54	9.55	9.75	9.95
	the CAP	Over 54	10.10	10.35	10.55

LETTERS OF UNDERSTANDING ILLINOIS

CURRENT RATE		NEW STRUCTURE	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
\$4.25	goes directly to the 0-6 month rate and progresses	0 - 6	\$ 4.50	\$ 4.60	\$ 4.60
\$4.45	goes directly to the 0-6 month rate and progresses	0 - 6	\$ 4.50	\$ 4.60	\$ 4.60
\$4.80	receives 10¢ completes 12th month, goes to \$5.15 and progresses	7 - 12	\$ 4.70	\$ 4.80	\$ 4.85
\$5.35	receives 20¢ completes 18th month, goes to \$5.95 and progresses	13 - 18	\$ 5.15	\$ 5.35	\$ 5.40
\$6.20	receives 20¢ after 6 months goes to \$6.70 and progresses	19 - 24	\$ 5.95	\$ 6.15	\$ 6.25

\$6.70	receives 20¢ after 6 months goes to \$7.80 and progresses	25 - 30	\$ 6.70	\$ 6.90	\$ 7.05
\$7.25	receives 20¢ after 6 months goes to \$7.80 and progresses	31 - 36	\$ 7.80	\$ 8.10	\$ 8.30
\$7.70	goes to \$7.80 and progresses	37 - 42	\$ 8.60	\$ 9.00	\$ 9.20
\$8.40	goes to \$8.60 full-time employees progress, part-time employees follow the CAP	37 - 42	\$ 8.60	\$ 9.00	\$ 9.20
\$8.80	goes to \$9.20 and progresses	43 - 48	\$ 9.20	\$ 9.40	\$ 9.55
\$9.35	goes to \$9.55 and progresses	49 - 54	\$ 9.55	\$ 9.75	\$ 9.95
\$9.85	goes to \$10.10 and receives contractual increases	Over 54	\$10.10	\$10.35	\$10.55

LETTERS OF UNDERSTANDING

TOP RATED CLERKS IN ILLINOIS & INDIANA

ILLINOIS

Individuals who are in the \$10.30 and \$10.90 wage bracket shall receive the following increases:

CURRENT	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
\$10.30	\$10.60	\$10.90	\$11.10
\$10.90	\$11.25	\$11.40	\$11.65

INDIANA

Individuals who are in the \$9.65 wage bracket shall receive the following increases:

CURRENT	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
\$ 9.65	\$10.90	\$11.40	\$11.65

LETTERS OF UNDERSTANDING

SERVICE CLERKS IN FLOWER SHOPS

During the following times, Service Clerks may be assigned to the Flower Shops provided that current Flower Shop employees are not displaced for hours or denied hours they could work:

The day before Easter and Easter Sunday

Valentine's Day

Mother's Day

Sweetest Day

The day before Thanksgiving and Thanksgiving Day

The two days before Christmas

The two weeks which contain "Floral Spectaculors"

In connection with our recent negotiations regarding the Chicagoland clerks, we have reached certain understandings in addition to the agreements set forth in the Collective Bargaining Agreement which will expire on September 30, 1989. They are as follows:

1. We agreed that when a new store opens, employees living in the area of the new store will be given consideration relative to the staffing of that new store.

This letter will confirm the understanding that we recently reached relative to service clerks' duties wherein it was agreed that their duties would be expanded to include demonstrating, with the further understanding that service clerks would not be hired for the sole purpose of demonstrating.

If we have correctly set forth our understandings, please so indicate by executing and returning the four (4) enclosed copies of this letter. Upon receipt of the same, we shall return two (2) fully executed copies for your files.

ACCEPTED AND AGREED this _____ day of _____, 1987

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____

JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____

JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____

RONALD E. POWELL
President

By _____

THOMAS J. WALSH
Secretary/Treasurer

APPENDIX C

BAKERY AND GENERAL MERCHANDISE SUPPLEMENT

Supplemental Agreement covering bakery department and general merchandise operations entered into between JEWEL FOOD STORES DIV., JEWEL COMPANIES, INC., hereinafter referred to as the "Employer", and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 881, hereinafter referred to as the "Union".

CLASSIFICATION

Bakery and General Merchandise Clerks Hired Prior to 11/26/79

EFFECTIVE	EFFECTIVE	EFFECTIVE
10/5/86	10/4/87	10/2/88
\$9.35	\$9.55	\$9.75

Bakery and General Merchandise Clerks Hired After 11/26/79

	EFFECTIVE	EFFECTIVE	EFFECTIVE
	10/5/86	10/4/87	10/2/88
0 - 6 months	\$4.50	\$4.60	\$4.70
7 - 9 months	4.90	5.00	5.05
10 - 12 months	5.45	5.55	5.65
13 - 18 months	6.30	6.50	6.65
19 - 24 months	6.80	7.00	7.20
25 - 30 months	7.35	7.55	7.75
Over 30 months	8.25	8.45	8.65

Bakery Clerks

Bakery Clerks may engage in any activity involving store bakery operations.

Bakery Clerk(s) is a part-time classification, and in the event the Employer is desirous of utilizing full-time employees in that classification, the Employer agrees to notify the Union and bargain same prior to such utilization.

Bakery Chief

It is understood and the parties hereby stipulate and agree that the Employer may designate an employee as Bakery Chief. This is not a mandatory position. If so designated, the Bakery Chief shall be paid the appropriate Bakery Clerk rate plus fifty cents (50¢) per hour.

Definition:

Bake-Off

The product line relies upon an outside manufacturer who provides semi-finished frozen products which are further processed on the premises before sale.

Section 3.4(A)(6) of the Master Agreement shall not be applicable.

Where bake-off operations are conducted, there may be a supervisory manager (non-bargaining unit) of such shops.

Seniority

For the purpose of layoff and recall after layoff, part-time bakery clerks shall be merged with part-time general merchandise employees. The administration of said layoff and recall after layoff of the aforementioned part-time employees shall be pursuant to Section 7.4 of the Master Agreement.

General Merchandise

The provisions for the night stocking classification of the Master Agreement are inapplicable to general merchandise employees.

It was expressly agreed that it was not the intent of the Employer to have registers in the General Merchandise area used for checking out of grocery products or products normally checked out through the grocery department, but that such registers in the family center area are intended for the sale registration of general merchandise.

Except as hereinabove modified, amended or altered, all of the terms and conditions of the current Agreement between the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL 881 and JEWEL FOOD STORES DIV., JEWEL COMPANIES, INC., shall remain in full force and effect, and shall be fully applicable to all stores covered by the Greater Metropolitan Area Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 1987.

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____

JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____

JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____

RONALD E. POWELL
President

By _____

THOMAS J. WALSH
Secretary/Treasurer

APPENDIX D FLOWER SHOP SUPPLEMENT

Supplemental agreement covering flower department operations entered into between JEWEL FOOD STORES DIV., JEWEL COMPANIES, INC., hereinafter referred to as the "Employer," and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 881, hereinafter referred to as the "Union."

(1) Wage Schedule

(a) Part-time Sales Clerk

A part-time sales clerk is defined for the purpose of this Agreement, as one who bags and packages merchandise, stocks, cleans, cares for plants and fresh cut flowers, and courteously handles customer service. Such employees will be regularly employed a minimum of eight (8) but less than twenty-six (26) hours per week and shall be paid according to the following schedule of minimum rates.

(b) Full-time Sales Clerks

A full-time sales clerk is defined for the purpose of this Agreement as one who is regularly in charge of the Flower Department and responsible for its overall operation. Such employee will be considered a full-time employee and shall be paid according to the following schedule of minimum rates. Full-time employees shall have their hours assigned according to the level of the shop listed below:

MINIMUM WEEKLY HOURS

Level A	40 hours
Level B	35 hours
Level C	30 hours
Level D	26 hours

Level A

4729, 2775, 126, 425, 1227, 9449, 144, 1517, 485, *6505,
*2164, *9424, *10203, *5320, *75335, *1151, *4.

Level B

1509, 8801, 1210, 481, 3570, 117, 2031, 7342, 819, 7900,
7201, 230, 4650, 4222, 6215, 7530, 1300, 79, 2073, 87, 8730,
45, 7536, 5539, 50, 1276, 716.

Level C

140, 2940, 1400, 306, 138, 11414, 7127, 696, 1341, 2128,
217, 1042, 15871, 507, 177, 1422, 2722, 799, 908, 404, 599,
16, 5612, 822, 3220, 3153, 350, 153, 91, 5343, 5516, 12001,
410, 33, 2317, 1660, 345, 1500, 1613, 2526, 1334, 1710, 303,
3000, 1128, 3945, 3644, 2415, 900, 948, 3120, 3531, 2229,
7521, 1069, 4734, 1177, 995, 3839, 1320.

Level D

3, 529, 2427, 4234, 550, 9410, 3033, 1219, 9528, 3552,
25780, 205, 6209, 6057, 5524, 5158, 52, 98, 7933, 3400,
4540, 8721, 2053, 3630, 5129, 23, 545, 455, 2320, 954, 446,
1131, 6239, 5222, 8203, 748, 1148, 7036, 763, 452, 17800,
125, 3128, 1537, 122, 1240, 438, 1952, 4355, 910, 1156,
3940, 470, 966, 4250, 17117, 101.

Senior Designers

- * Full-time employees working in these stores shall be designated as Senior Designers and shall receive a fifty cents (50¢) per hour premium. The sales volume of these flower shops which is presently over \$5,000.00 per week, will be reviewed and adjusted annually.

CLASSIFICATION

Full-Time Clerks Hired Prior to 3/22/83

EFFECTIVE	EFFECTIVE	EFFECTIVE
10/5/86	10/4/87	10/2/88
\$8.25	\$8.45	\$8.65

Part-Time Clerks Hired Prior to 3/22/83

5.50	5.70	5.85
------	------	------

Full-Time Clerks Hired After 3/22/83

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$4.45	\$4.55	\$4.65
7 - 12 months	4.80	4.90	5.00
13 - 18 months	5.10	5.20	5.30
19 - 24 months	5.45	5.55	5.65
25 - 30 months	5.90	6.10	6.30
Over 30 months	6.40	6.60	6.80

Part-Time Clerks Hired After 3/22/83

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$4.15	\$4.25	\$4.35
7 - 12 months	4.20	4.35	4.45
13 - 18 months	4.45	4.45	4.65
Over 18 months	4.65	4.65	4.85

Designers Hired Prior to 3/22/83

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
	\$9.50	\$9.70	\$9.85

Full-Time Designers Hired or Promoted After 3/22/83

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$6.60	\$6.70	\$6.80
7 - 12 months	6.85	6.95	7.05
13 - 18 months	7.30	7.45	7.55
19 - 24 months	7.75	7.90	8.00
25 - 30 months	8.10	8.30	8.50
Over 30 months	8.70	8.90	9.10

Part-Time Designers Hired or Promoted After 3/22/83

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$6.05	\$6.15	\$6.25
7 - 12 months	6.35	6.45	6.55
13 - 18 months	6.75	6.90	7.00
19 - 24 months	7.10	7.25	7.35
25 - 30 months	7.50	7.70	7.90
Over 30 months	8.00	8.20	8.40

(2) Scheduling of Full-Time and Part-Time Employees

No full-time employee shall be scheduled for less than four (4) hours work on any day of the week. No part-time employee shall be scheduled for less than two (2) hours work on any day of the week.

Qualified part-time employees shall be scheduled for available hours in accordance with seniority and type of work within the flower department up to a maximum of twenty-six (26) hours per week. It is agreed that the Employer may employ such part-time employees as may be required for the efficient operation of the store.

- (3) **Part-time Employees Transferred to Full-Time**
Part-time employees who transfer to full-time status are given pro-rata credit for hours worked as a part-time employee, for the establishment of the pay level as a full-time employee. The total hours the employee worked as a part-time employee are divided by 26 to arrive at the number of weeks credit allowed toward establishing a new seniority date.
- (4) **Seniority**
The flower shop employees shall have their seniority by classification within the flower shop operations.
- (5) **Floral Designers**
An employee becomes a designer upon successful completion of the Company's testing programs.
- (6) Section 3.4 A(6) of the Master Agreement shall not be applicable.

Except as expressly modified by the aforementioned changes, all the terms and conditions of the Master Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 1987.

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____
JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____
JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____
RONALD E. POWELL
President

By _____
THOMAS J. WALSH
Secretary/Treasurer

**APPENDIX E
BULK FOODS AND SALAD BAR
SUPPLEMENT**

Supplemental agreement covering bulk food and salad bar operations entered into between JEWEL FOOD STORES DIV., JEWEL COMPANIES INC., hereinafter referred to as the "Employer", and the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL 881, hereinafter referred to as the "Union".

- (1) This supplement shall be applicable to all employees in the bulk food and salad bar operations.

(2) **BULK FOODS AND SALAD BAR CLERKS**

	EFFECTIVE 10/5/86	EFFECTIVE 10/4/87	EFFECTIVE 10/2/88
0 - 6 months	\$4.10	\$4.20	\$4.30
7 - 12 months	4.25	4.35	4.45
13 - 18 months	4.45	4.55	4.65
Over 18 months	4.65	4.75	4.85

Upon completion of 18 months of service, Bulk Foods and Salad Bar clerks will be given the opportunity to accept the next opening in the regular clerk classification, and if the employee declines, a note signed by the employee will be placed in that employee's personnel file and the Employer shall have no further obligation regarding transfers.

(3) **Conditions**

- (a) Vacation, holiday and birthday benefits will be the same as for other part-time employees, thus, their date of hire will determine their eligibility for these benefits.

(b) Upon completion of ninety (90) days service, employees shall qualify for regular part-time coverage under the American Stores Health Care Plan upon enrollment and payment of the employee's share of the cost.

(4) **Seniority**

The bulk food/salad bar employees shall be in a separate class for seniority purposes.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 1987.

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____

JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____

JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____

RONALD E. POWELL
President

By _____

THOMAS J. WALSH
Secretary/Treasurer

**MEMORANDUM OF SUPPLEMENTAL
AGREEMENTS BETWEEN
UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881
AND
JEWEL FOOD STORES DIV.,
JEWEL COMPANIES, INC.**

As a part of the recently concluded negotiations between the parties hereto certain understandings were agreed upon which shall remain in force during the term of the current contract which expires on September 30, 1989, as follows:

(1) QUARTERLY MEETINGS

During the term of this Agreement the parties have agreed to meet quarterly to discuss any problems concerning the application of the current contract between the parties or any other mutual problems which either party may wish to discuss.

(2) Available Hours - Part-Time Employees

(Excluding Regular Part-Time Employees and Part-Time Floral Clerks)

It was agreed that the Employer will permit qualified and available part-time employees to request permanently available additional hours if they make a written request for same to the Manager at the time the additional hours become available and if they are in a position to take all of the available hours individually or two or more part-time employees may split the permanently available hours if they are both qualified and available to handle the hours on a permanent basis. Where the qualifications are equal, and two or more part-time employees are individually claiming the permanently available additional hours, the most senior part-time employee will be assigned the hours. It is further agreed that the right to claim permanently open part-time hours is subject to the Employer's maintaining an adequate staff for the continued efficient operation of the store. In the event of a dispute concerning claims for permanently available hours, the following steps will be taken to resolve such disputes:

Step 1: The employee and/or his/her Union representative may present the grievance to the Store Manager or Resident.

Step 2: If the grievance is not satisfactorily resolved with the store manager, it shall be presented to the Departmental Supervisor.

Step 3: In the event the grievance is not satisfactorily resolved with the Departmental Supervisor, it shall then be taken up with the Division Manager.

Step 4: If the grievance is not satisfactorily resolved with the Division Manager, it may be appealed to the Departmental Officer in Melrose Park.

(3) **Emergency Call-In Policy**

It was agreed that the following pay policies shall cover the types of emergency call-ins set out in the policy as follows:

It is the Store Manager's responsibility to respond to calls to the store outside of store operating hours to investigate such things as fire and burglar alarms, refrigeration failures, etc., to the extent possible. However, where it becomes necessary to delegate this responsibility to an assistant manager, produce manager, or other employee, as may be the case when the store manager lives a considerable distance from the store to which he/she is assigned, then effective at once the Employer will pay such employee at the rate of one dollar (\$1.00) per hour over the prevailing top clerk's rate for all the time the employee is required to be away from home up to two hours, and at the employee's regular (straight-time) hourly rate for any time in excess of two (2) hours, with one hour's time (one dollar (\$1.00) over top clerk's rate) guaranteed as a minimum.

Such "call-in" payments must receive the personal approval of the store manager in every instance.

In order that we may get a better idea of the number of such emergency call-ins and the time required to respond to them, each store manager is requested to keep a record in his/her store files.

(4) **Service Clerks Understanding**

The following understandings are to continue as to the service clerk classification:

(A) Service clerks will be readily identifiable.

(B) The Employer will cooperate with the Union in policing the stores in order that the full intent of the service clerk classification is enforced.

(5) **Transfers**

The Employer agrees to continue its policy of paying the Company allowance for employees who are temporarily transferred for the convenience of the Employer.

(6) **Return From Leave of Absence**

It was agreed that employees granted a leave of absence shall give the Employer seven (7) days notice in writing indicating their intention to return on the date the leave expires. In such instances, the Employer shall see the employee is returned to his former job classification, but not necessarily in the same store.

(7) **Store Supervisors**

It was agreed that in high volume operations, that is, stores where the average weekly sales volume exceeds \$165,000 per week, the Employer may appoint non-bargaining unit supervisory managers for front-end operations, perishable operations and chef kitchen operations. In the event the Employer so elects to appoint such supervision, it is agreed that in the front-end operations, two (2) assistant front-end managers would be designated at a premium of twenty-five cents (25¢) per hour over the assistant service manager rate. In the perishable area it was agreed that two (2) head clerks, namely either head produce clerks or head perishable clerks, or one of both, would be appointed and paid a premium of twenty-five cents (25¢) per hour over their applicable rate. In the chef's kitchen area, it was agreed that one (1) chef's kitchen head would be appointed with the premium applied to the base 24-30 month full-time clerk rate. The duties of the head perishable clerk could encompass all perishable operations, including produce, dependent on the needs of the particular store involved.

Store volume will be determined by averaging the 52-week prior sales period on May 1 and September 1 of each year. In new stores where the Real Estate Department projection indicates sales volume in excess of \$165,000 per week, the Employer may choose to appoint supervisory heads of such departments by giving prior notice to the Union of the

real estate projection, which projection shall be reviewed six (6) months after store opening for validation.

It is agreed that the volume for stores utilizing this provision will be subject to review on the reopener date.

(8) Full-Time Employees - Shift Preference

It was agreed that full-time employees may use their seniority in a given store for the selection of shift schedules, provided they have the ability to handle the work assignment for that shift. It was additionally understood that employees so selecting favorable shifts will do so on a permanent basis as opposed to weekly or seasonal preferences.

Regular full-time night crew employees shall be given a preference for full-time day openings if they are qualified to perform the day opening work without additional training.

Full-time employees experiencing hardships under present schedules may request a review of schedules where there appears to be a means of removing the hardship without shifting additional burdens on others. In the case of multiple requests by employees for schedule changes or shift preferences in a given location, the most senior employee request shall be the first honored.

(9) Travel Hardships

It was agreed that full-time employees who are incurring substantial hardship due to store location or assignment, may request a transfer to a store closer to their home, and to the extent such transfers may be accomplished, every effort will be exerted by the Employer. It is additionally recognized that the staff needs of the particular stores will be paramount in the handling of such transfer requests.

(10) New Methods - New Job Classifications

In the event the Employer makes major operational changes which result in the layoff or job diminishment of present personnel, such action shall be prediscussed with the Union prior to implementation, and the Union reserves the right to bargain over the impact of such action on the employees affected. This contemplates major technological changes among others.

It was further agreed that the Employer shall not institute new job classifications and pay scales for employees covered by the bargaining unit during the term of this Agreement without advance written agreement with the Union.

(11) **Seniority Areas**

If a layoff situation occurs the Union and the Company will specify a fixed six store seniority area for part-time seniority in the established zone.

(12) **Departmental Interchange**

Chef's Kitchen employees, General Merchandise employees, and Bakery Clerks may be interchanged and work in any of those respective departments.

Signed and sealed this _____ day of _____, 1987.

**JEWEL FOOD STORES DIVISION,
JEWEL COMPANIES, INC.**

By _____

JAMES V. LAMONIA
Vice-President
Employee & Labor Relations

By _____

JOSEPH V. BUGOS
Executive Vice-President
Store Operations

**UNITED FOOD AND COMMERCIAL
WORKERS INTERNATIONAL UNION,
LOCAL 881**

By _____

RONALD E. POWELL
President

By _____

THOMAS J. WALSH
Secretary/Treasurer

PLEASE NOTE

This self addressed form was made available for your convenience. Be sure to fill out the pertinent information requested along with the details of your request.

FILL OUT and MAIL



ACTION/SERVICE Department



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

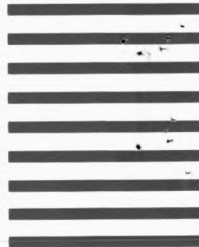
BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO. 827 OAK BROOK, ILLINOIS

POSTAGE WILL BE PAID BY ADDRESSEE

LOCAL 881 UFCW

122 W. 22nd Street
Oak Brook, Illinois 60521-9990



ACTION PLEASE!

FOR LOCAL 881 UFCW MEMBERS

INSTRUCTIONS ON THE USE OF THIS FORM

Problems and requests that require routine attention arise between regular store visits made by Local 881 Business Representatives. Our common objective always is to maintain the best service for Local 881 members. This form will help you initiate action as soon as it comes to your attention.

Check off items that suit the situation. Write any additional information on the lines provided below. Be sure to include the information requested on the bottom of the form...seal, and drop in a U.S. Mail Box.

TYPE OF ACTION

- ☐ Problem or question is...
 - ☐ Urgent ☐ Not urgent
- ☐ Routine mail reply OK
- ☐ See me on your next visit
(list subject below)
- ☐ URGENT Please call
- ☐ Visit us as soon as possible
- ☐ _____
- ☐ _____

PROBLEM OR QUESTION CONCERNING....

- ☐ Contract _____
- ☐ Wages ☐ Hours
- ☐ Variation/Work Schedule
- ☐ Dues Deductions
- ☐ Company Policy
- ☐ Personal Problem
- _____

FACTS, AND BRIEF DESCRIPTION OF PROBLEM, OR INFORMATION REQUESTED

(ALWAYS INCLUDE YOUR SOCIAL SECURITY AND TELEPHONE NUMBERS)

FILL OUT—PLEASE PRINT

Member's Name		SSN
Home Address		Home Phone
City	State	Zip Code
Store Address		City

1987

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 2 3 4 5 6 7	1 2 3 4 5 6 7
4 5 6 7 8 9 10	8 9 10 11 12 13 14	8 9 10 11 12 13 14
11 12 13 14 15 16 17	15 16 17 18 19 20 21	15 16 17 18 19 20 21
18 19 20 21 22 23 24	22 23 24 25 26 27 28	22 23 24 25 26 27 28
25 26 27 28 29 30 31		29 30 31

APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1 2	1 2 3 4 5 6
5 6 7 8 9 10 11	3 4 5 6 7 8 9	7 8 9 10 11 12 13
12 13 14 15 16 17 18	10 11 12 13 14 15 16	14 15 16 17 18 19 20
19 20 21 22 23 24 25	17 18 19 20 21 22 23	21 22 23 24 25 26 27
26 27 28 29 30	24 25 26 27 28 29 30	28 29 30
	31	

JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4	1	1 2 3 4 5
5 6 7 8 9 10 11	2 3 4 5 6 7 8	6 7 8 9 10 11 12
12 13 14 15 16 17 18	9 10 11 12 13 14 15	13 14 15 16 17 18 19
19 20 21 22 23 24 25	16 17 18 19 20 21 22	20 21 22 23 24 25 26
26 27 28 29 30 31	23 24 25 26 27 28 29	27 28 29 30
	30 31	

OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3	1 2 3 4 5 6 7	1 2 3 4 5
4 5 6 7 8 9 10	8 9 10 11 12 13 14	6 7 8 9 10 11 12
11 12 13 14 15 16 17	15 16 17 18 19 20 21	13 14 15 16 17 18 19
18 19 20 21 22 23 24	22 23 24 25 26 27 28	20 21 22 23 24 25 26
25 26 27 28 29 30 31	29 30	27 28 29 30 31

1988

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6	1 2 3 4 5
3 4 5 6 7 8 9	7 8 9 10 11 12 13	6 7 8 9 10 11 12
10 11 12 13 14 15 16	14 15 16 17 18 19 20	13 14 15 16 17 18 19
17 18 19 20 21 22 23	21 22 23 24 25 26 27	20 21 22 23 24 25 26
24 25 26 27 28 29 30	28 29	27 28 29 30 31
31		

APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6 7	1 2 3 4
3 4 5 6 7 8 9	8 9 10 11 12 13 14	5 6 7 8 9 10 11
10 11 12 13 14 15 16	15 16 17 18 19 20 21	12 13 14 15 16 17 18
17 18 19 20 21 22 23	22 23 24 25 26 27 28	19 20 21 22 23 24 25
24 25 26 27 28 29 30	29 30 31	26 27 28 29 30

JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2	1 2 3 4 5 6	1 2 3
3 4 5 6 7 8 9	7 8 9 10 11 12 13	4 5 6 7 8 9 10
10 11 12 13 14 15 16	14 15 16 17 18 19 20	11 12 13 14 15 16 17
17 18 19 20 21 22 23	21 22 23 24 25 26 27	18 19 20 21 22 23 24
24 25 26 27 28 29 30	28 29 30 31	25 26 27 28 29 30
31		

OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5	1 2 3
2 3 4 5 6 7 8	6 7 8 9 10 11 12	4 5 6 7 8 9 10
9 10 11 12 13 14 15	13 14 15 16 17 18 19	11 12 13 14 15 16 17
16 17 18 19 20 21 22	20 21 22 23 24 25 26	18 19 20 21 22 23 24
23 24 25 26 27 28 29	27 28 29 30	25 26 27 28 29 30 31
30 31		

1989

JANUARY	FEBRUARY	MARCH
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1 2 3 4
8 9 10 11 12 13 14	5 6 7 8 9 10 11	5 6 7 8 9 10 11
15 16 17 18 19 20 21	12 13 14 15 16 17 18	12 13 14 15 16 17 18
22 23 24 25 26 27 28	19 20 21 22 23 24 25	19 20 21 22 23 24 25
29 30 31	26 27 28	26 27 28 29 30 31

APRIL	MAY	JUNE
S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5 6	1 2 3
2 3 4 5 6 7 8	7 8 9 10 11 12 13	4 5 6 7 8 9 10
9 10 11 12 13 14 15	14 15 16 17 18 19 20	11 12 13 14 15 16 17
16 17 18 19 20 21 22	21 22 23 24 25 26 27	18 19 20 21 22 23 24
23 24 25 26 27 28 29	28 29 30 31	25 26 27 28 29 30
30		

JULY	AUGUST	SEPTEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1	1 2 3 4 5	1 2
2 3 4 5 6 7 8	6 7 8 9 10 11 12	3 4 5 6 7 8 9
9 10 11 12 13 14 15	13 14 15 16 17 18 19	10 11 12 13 14 15 16
16 17 18 19 20 21 22	20 21 22 23 24 25 26	17 18 19 20 21 22 23
23 24 25 26 27 28 29	27 28 29 30 31	24 25 26 27 28 29 30
30 31		

OCTOBER	NOVEMBER	DECEMBER
S M T W T F S	S M T W T F S	S M T W T F S
1 2 3 4 5 6 7	1 2 3 4	1 2
8 9 10 11 12 13 14	5 6 7 8 9 10 11	3 4 5 6 7 8 9
15 16 17 18 19 20 21	12 13 14 15 16 17 18	10 11 12 13 14 15 16
22 23 24 25 26 27 28	19 20 21 22 23 24 25	17 18 19 20 21 22 23
29 30 31	26 27 28 29 30	24 25 26 27 28 29 30
		31

LOCAL 881 UFCW

UNITED FOOD and COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO & CLC
122 WEST 22ND STREET/OAK BROOK, ILLINOIS 60521-1575/(312) 954-1800



Non-Profit Organization
U.S. Postage

PAID

PERMIT NO. 6265
CHICAGO, ILLINOIS

THIRD CLASS MAIL

6178-0086176f020-08



006745

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

APRIL 2, 1987

SECRETARY-TREASURER
UNITED FOOD AND COMMERCIAL WORKERS LU 881
122 WEST 22nd STREET
OAK BROOK, ILLINOIS 60521

PREVIOUS AGREEMENT EXPIRED
OCTOBER 04, 1986

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Jewel Cos Inc Jewel Food Stores D Ind & Ill

WITH Food and Commercial Workers;
INTERSTATE

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 18,500
2. Number and location of establishments covered by agreement 185
3. Product, service, or type of business Retail food
4. If your agreement has been extended, indicate new expiration date _____

Tom Walsh - Sec/Treas
Your Name and Position

122 W. 22nd
Address

(312) 954-1800

Area Code/Telephone Number

Oak Brook Ill, 60521
City/State/ZIP Code